



Please check the appropriate box(es) and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application.

SUBDIVISIONS	<input type="checkbox"/> Final Sign off of EPC Site Plan(s) (Form P2A)	<input type="checkbox"/> Extension of IIA: Temp. Def. of SW (Form V2)
<input type="checkbox"/> Major – Preliminary Plat (Form S1)	<input type="checkbox"/> Amendment to Site Plan (Form P2)	<input type="checkbox"/> Vacation of Public Right-of-way (Form V)
<input type="checkbox"/> Major – Bulk Land Plat (Form S1)	MISCELLANEOUS APPLICATIONS	<input type="checkbox"/> Vacation of Public Easement(s) DRB (Form V)
<input type="checkbox"/> Extension of Preliminary Plat (Form S1)	<input type="checkbox"/> Extension of Infrastructure List or IIA (Form S1)	<input type="checkbox"/> Vacation of Private Easement(s) (Form V)
<input type="checkbox"/> Minor Amendment - Preliminary Plat (Form S2)	<input type="checkbox"/> Minor Amendment to Infrastructure List (Form S2)	PRE-APPLICATIONS
<input checked="" type="checkbox"/> Minor - Final Plat (Form S2)	<input type="checkbox"/> Temporary Deferral of SW (Form V2)	<input type="checkbox"/> Sketch Plat Review and Comment (Form S2)
<input type="checkbox"/> Minor – Preliminary/Final Plat (Form S2)	<input type="checkbox"/> Sidewalk Waiver (Form V2)	
SITE PLANS	<input type="checkbox"/> Waiver to IDO (Form V2)	APPEAL
<input type="checkbox"/> DRB Site Plan (Form P2)	<input type="checkbox"/> Waiver to DPM (Form V2)	<input type="checkbox"/> Decision of DRB (Form A)

BRIEF DESCRIPTION OF REQUEST
 Minor Subdivision Final Plat

APPLICATION INFORMATION

Applicant: Albuquerque ANUSA, LLC - Charles W Sabadash III		Phone: 954-769-2303
Address: 200 SW 1st Avenue, 14th Floor		Email: 954-769-2303
City: Fort Lauderdale	State: FL	Zip: Mossf@AutoNation.com
Professional/Agent (if any): Tierra West, LLC		Phone: 505-858-3100
Address: 5571 Midway Park PI NE		Email: jniski@tierrawestllc.com
City: Albuquerque	State: NM	Zip: 87109
Proprietary Interest in Site: Albuquerque ANUSA, LLC - Charles W Sabadash III		List all owners:

SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)

Lot or Tract No.: 08,014,015, 018,019, Tract A Unit 8 North, East Portion of Lot 21 BLK 8 North	Block:	Unit:
Subdivision/Addition:	MRGCD Map No.:	UPC Code: 101806520803930209 / 101806522303930208 101806524003930207 / 101806519701030201 101806520701630202 / 101806522401630203 101806523901630204
Zone Atlas Page(s): B-18-Z	Existing Zoning: NR-LM&NR-BP	Proposed Zoning NR-LM
# of Existing Lots: 7	# of Proposed Lots: 1	Total Area of Site (Acres): 5.1696

LOCATION OF PROPERTY BY STREETS

Site Address/Street: 9100 Pan American / Glendale	Between: Alameda PI NE	and: Glendale
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CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)

1009375, 1009966, PR-2021-005411, SI-2021-00760, SD-2021-00100, SD-2021-00102, SD-2021-00103, PR-2021-005316, PS-2021-00046, SI-2021-00610,

I certify that the information I have included here and sent in the required notice was complete, true, and accurate to the extent of my knowledge.

Signature:	Date: 10-5-21
Printed Name: Vince Carrica	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

FOR OFFICIAL USE ONLY

Case Numbers	Action	Fees	Case Numbers	Action	Fees
Meeting Date:				Fee Total:	
Staff Signature:	Date:			Project #	

FORM S2: SUBDIVISION OF LAND – MINOR ACTIONS

Please refer to the DRB minor case schedule for meeting dates and deadlines. Bring original Mylar or paper copy of plat with property owner's and City Surveyor's signatures on it to the meeting. Your attendance is required.

SKETCH PLAT REVIEW AND COMMENT

- Interpreter Needed for Hearing? _____ if yes, indicate language: _____
- A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
 - Zone Atlas map with the entire site clearly outlined and labeled
 - Letter describing, explaining, and justifying the request
 - Scale drawing of the proposed subdivision plat
 - Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements, if there is any existing land use

MAJOR SUBDIVISION FINAL PLAT APPROVAL

- Interpreter Needed for Hearing? _____ if yes, indicate language: _____
- A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
 - Zone Atlas map with the entire site clearly outlined and labeled
 - Proposed Final Plat
 - N/A Design elevations & cross sections of perimeter walls
 - Copy of recorded IIA
 - N/A Landfill disclosure and EHD signature line on the plat if property is within a landfill buffer
 - DXF file and hard copy of final plat data for AGIS submitted and approved

SUBDIVISION OF LAND – MINOR (PRELIMINARY/FINAL PLAT APPROVAL)


- Interpreter Needed for Hearing? _____ if yes, indicate language: _____
- A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
 - Zone Atlas map with the entire site clearly outlined and labeled
 - Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(K)
 - Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
 - Proposed Preliminary / Final Plat with property owner's and City Surveyor's signatures on the plat prior to submittal.
 - Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements (to include sidewalk, curb & gutter with distance to property line noted) if there is any existing land use
 - Sidewalk Exhibit and/or cross sections of proposed streets
 - Signed Form DRWS Drainage Report Grading and Drainage Plan, and Water & Sewer Availability submittal information
 - Proposed Infrastructure List, if applicable
 - Required notice with content per IDO Section 14-16-6-4(K)
 - Office of Neighborhood Coordination inquiry response and proof of emailed notice to applicable Neighborhood Association representatives, copy of notification letter, completed notification form(s), and proof of additional information provided in accordance with IDO Section 6-4(K)(1)(b)
 - Sensitive Lands Site Analysis for new subdivisions of land in accordance with IDO Section 5-2(C)
 - Landfill disclosure and Environmental Health Department signature line on the plat if property is within a landfill buffer
 - DXF file and hard copy of final plat data for AGIS submitted and approved

Note: Any application that requires major public infrastructure must be processed as a Subdivision of Land - Major. See Form S1.

MINOR AMENDMENT TO PRELIMINARY PLAT / INFRASTRUCTURE LIST

- Interpreter Needed for Hearing? _____ if yes, indicate language: _____
- A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
 - Zone Atlas map with the entire site clearly outlined and labeled
 - Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(X)(2)
 - Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan
 - Original Preliminary Plat, Infrastructure List, and/or Grading Plan
 - Infrastructure List, if applicable

Note: Any application that does not qualify as a Minor Amendment in IDO Section 14-16-6-4(X) must be processed as a Major Amendment. See Form S1.

I, the applicant or agent, acknowledge that if any required information is not submitted with this application, the application will not be scheduled for a public meeting or hearing, if required, or otherwise processed until it is complete.	
Signature: <u>Vince Carrica</u>	Date: <u>10-5-21</u>
Printed Name: <u>Vince Carrica</u>	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent
FOR OFFICIAL USE ONLY	
Project Number:	Case Numbers
	-
	-
	-
Staff Signature:	
Date:	

Bernalillo County, NM
415 Silver Ave. SW, 2nd Floor
P.O. Box 542
Albuquerque, NM 87102

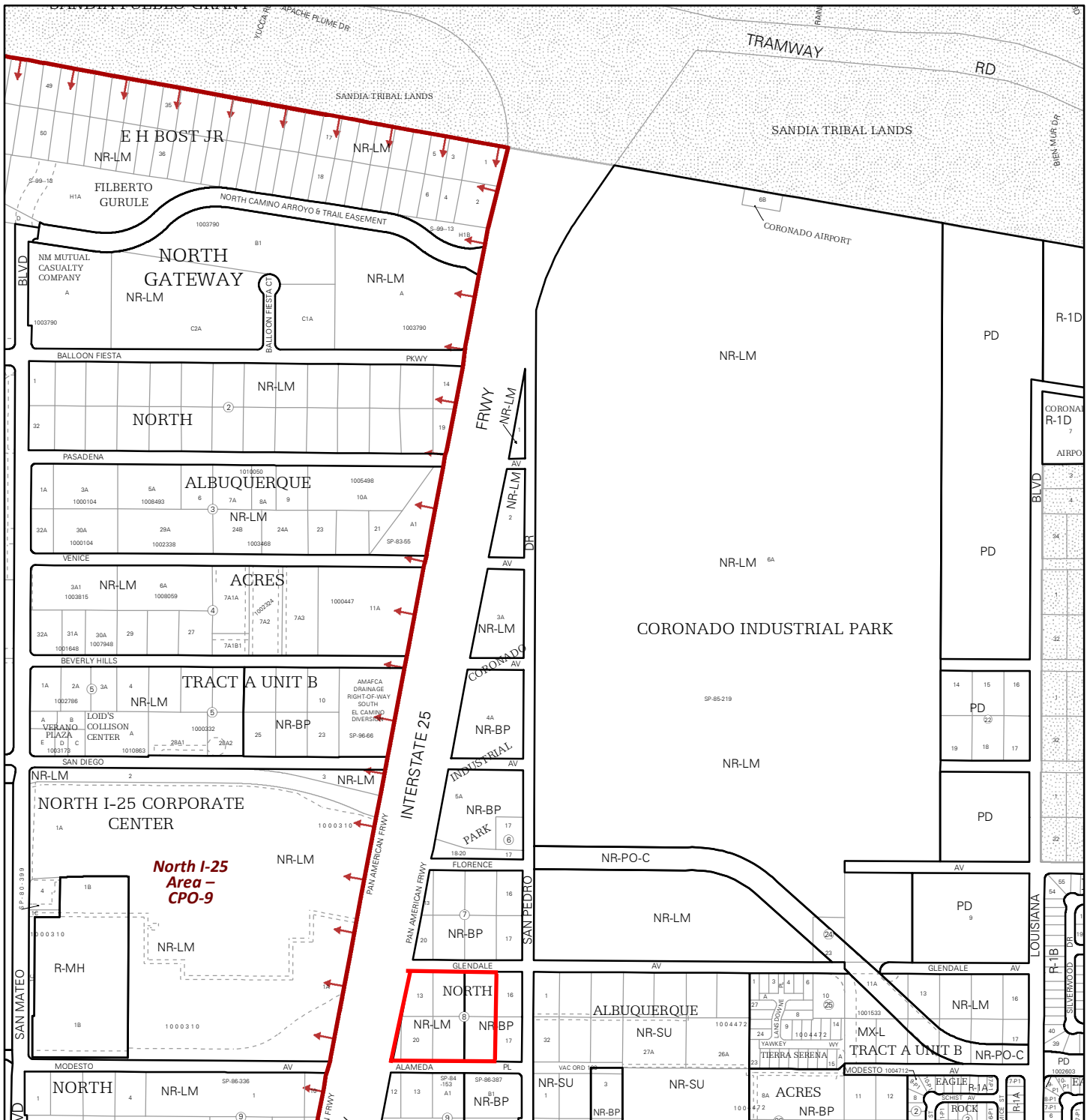
Receipt: 1274453

Product	Name	Extended
AGRE	Agreement	\$25.00
	# Pages	18
	Document #	2021117088
	# Of Entries	0
Total		\$25.00

Tender (Check) \$25.00
Check# 4921
Paid By TIERRA WEST LLC
Phone # 505-858-3100

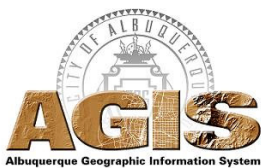
Thank You!

10/1/21 11:58 AM vgarza

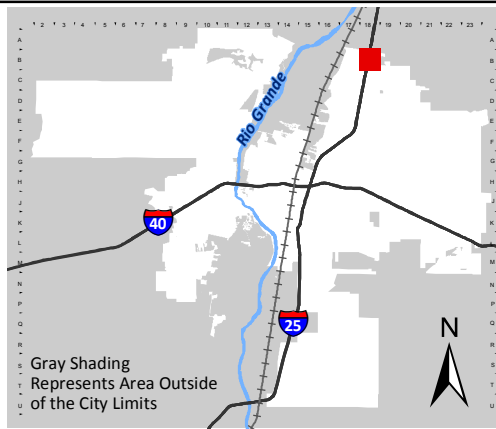


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

IDO Zone Atlas May 2018

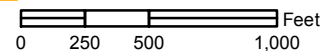


IDO Zoning information as of May 17, 2018
The Zone Districts and Overlay Zones
are established by the
Integrated Development Ordinance (IDO).

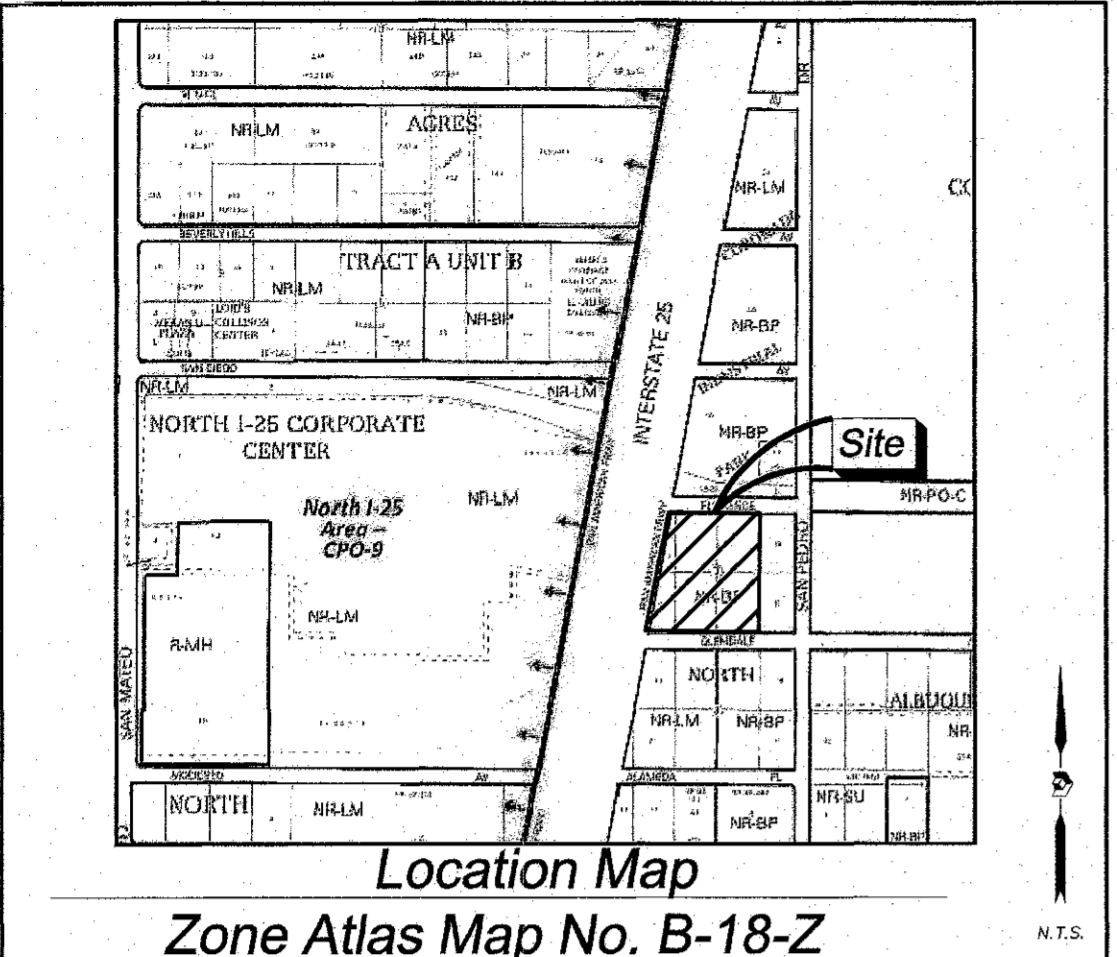


Zone Atlas Page:
B-18-Z

- Easement
- Areas Outside of City Limits
- Airport Protection Overlay (APO) Zone
- Character Protection Overlay (CPO) Zone
- Historic Protection Overlay (HPO) Zone
- View Protection Overlay (VPO) Zone
- Escarpment
- Petroglyph National Monument



Plat of
Lot 21-A, Block 8
Tract A, Unit B
North Albuquerque Acres
 Elena Gallegos Grant, Projected
 Section 12, Township 11 North, Range 3 East, N.M.P.M.
 Albuquerque, Bernalillo County, New Mexico
 June 2021



TREASURER'S CERTIFICATE

RECORDING STAMP

Legal Description

A TRACT OF LAND LYING AND SITUATE WITHIN THE ELENA GALLEGOS GRANT, PROJECTED SECTION 12, TOWNSHIP 11 NORTH, RANGE 3 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, COMPRISING OF FORMER LOTS 13 (REMNANT PORTION), 14, 15, 18, 19, 20 (REMNANT PORTION) AND 21 (REMNANT PORTION), BLOCK 8, TRACT A, UNIT B, NORTH ALBUQUERQUE ACRES, AS RECORDED APRIL 24, 1936, D-130, OF THE BERNALILLO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE COORDINATE SYSTEM, GRID BEARINGS (NAD 83-CENTRAL ZONE) AND GROUND DISTANCES AS FOLLOWS:
 BEGINNING AT THE SOUTHEAST CORNER OF THIS DESCRIBED LOT, BEING A NO. 5 REBAR WITH A PINK PLASTIC CAP MARKED "PS 11993" SET ON THE NORTH RIGHT OF WAY LINE OF ALAMEDA PLACE, N.E. (60-FOOT WIDE RIGHT OF WAY), WHENCE A.G.R.S. MONUMENT "10_C18" BEARS S 67°01'08" E, 210.34 FEET;
 THENCE FROM THE POINT OF BEGINNING, ALONG SAID NORTH RIGHT OF WAY LINE, N 89°45'23" W, 535.34 FEET TO A NO. 4 REBAR WITH A YELLOW PLASTIC CAP (ILLEGIBLE) FOUND AT THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF NORTHBOUND PAN AMERICAN FRONTAGE ROAD N.E. (NMP F1-001-4(3)(4)(5), 80-FOOT WIDE RIGHT OF WAY), FOR THE SOUTHWEST CORNER OF THIS LOT;
 THENCE ALONG SAID EAST RIGHT OF WAY LINE, N 10°45'09" E, 476.71 FEET TO A 2-INCH IRON PIPE FOUND AT THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF GLENDALE AVENUE, N.E. (60-FOOT WIDE RIGHT OF WAY), FOR THE NORTHWEST CORNER OF THIS LOT;
 THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, S 89°40'27" E, 448.46 FEET TO A NO. 5 REBAR WITH A PINK PLASTIC CAP MARKED "PS 11993" SET FOR THE NORTHEAST CORNER OF THIS LOT;
 THENCE LEAVING SAID RIGHT OF WAY LINE, S 00°15'03" W, 468.07 FEET TO THE POINT OF BEGINNING, CONTAINING 5.2896 ACRES, MORE OR LESS.

Project No. PR-2021-005411
 Application No. SD -2021-00100

Utility Approvals

[Signature] 10/04/2021
 PNM DATE
[Signature] 10/4/2021
 NEW MEXICO GAS COMPANY DATE
Natalia Antonia 8/30/21
 QWEST CORPORATION D/B/A CENTURYLINK QC DATE
[Signature] 8/30/21
 COMCAST DATE

City Approvals

Loren N. Risenhoover P.S. 7/2/2021
 CITY SURVEYOR DATE
 TRAFFIC ENGINEERING, TRANSPORTATION DEPARTMENT DATE
 A.B.C.W.U.A. DATE
 PARKS AND RECREATION DEPARTMENT DATE
[Signature] 8/30/2021
 AMAFCA DATE
 CITY ENGINEER DATE
 DRB CHAIRPERSON, PLANNING DEPARTMENT DATE
 CODE ENFORCEMENT DATE
 MRGCD DATE
 NMDOT DATE

Surveyor's Certificate

I, LARRY W. MEDRANO, A LICENSED NEW MEXICO PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, HEREBY CERTIFY THAT THIS REPLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MEETING THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND SURVEYS OF THE CITY OF ALBUQUERQUE SUBDIVISION ORDINANCE AND THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NO ENCROACHMENTS EXIST EXCEPT AS NOTED ABOVE AND THAT ALL IMPROVEMENTS ARE SHOWN IN THEIR CORRECT LOCATION RELATIVE TO RECORD BOUNDARIES AS LOCATED BY THIS SURVEY.

[Signature] 6/21/2021
 LARRY W. MEDRANO DATE
 N.M.S. No. 11993

Subdivision Data:

GROSS SUBDIVISION ACREAGE: 5.2896 ACRES±
 ZONE ATLAS INDEX NO: B-18-Z
 NO. OF TRACTS CREATED: 0
 NO. OF LOTS CREATED: 1
 MILES OF FULL-WIDTH STREETS CREATED: 0

Drainage Facilities and/or Detention Areas Maintained by Lot Owner

AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENTS" ARE HEREBY DEDICATED BY THE OWNER AS A PERPETUAL EASEMENT FOR THE COMMON USE AND BENEFIT OF THE VARIOUS LOTS WITHIN THE SUBDIVISION FOR THE PURPOSE OF PERMITTING THE CONVEYANCE OF STORM WATER RUNOFF AND THE CONSTRUCTING AND MAINTAINING OF DRAINAGE FACILITIES IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF ALBUQUERQUE. NO FENCE, WALL, PLANTING, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN EASEMENT AREA WITHOUT APPROVAL OF THE CITY ENGINEER OF THE CITY OF ALBUQUERQUE. THERE ALSO SHALL BE NO ALTERATION OF THE GRADES OR CONTOURS IN SAID EASEMENT AREA WITHOUT THE APPROVAL OF THE CITY ENGINEER. IT SHALL BE THE DUTY OF THE LOT OWNERS OF THIS SUBDIVISION TO MAINTAIN SAID DRAINAGE EASEMENT AND FACILITIES AT THEIR COST IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF ALBUQUERQUE. THE CITY SHALL HAVE THE RIGHT TO ENTER PERIODICALLY TO INSPECT THE FACILITIES. IN THE EVENT SAID LOT OWNERS FAIL TO ADEQUATELY AND PROPERLY MAINTAIN DRAINAGE EASEMENT AND FACILITIES AT ANY TIME FOLLOWING WRITTEN NOTICE TO SAID LOT OWNERS, THE CITY MAY ENTER UPON SAID AREA, PERFORM SAID MAINTENANCE, AND THE COST OF PERFORMING SAID MAINTENANCE SHALL BE PAID BY APPLICABLE LOT OWNERS PROPORTIONATELY ON THE BASIS OF LOT OWNERSHIP. IN THE EVENT LOT OWNERS FAIL TO PAY THE COST OF MAINTENANCE WITHIN THIRTY (30) DAYS AFTER DEMAND FOR PAYMENT MADE BY THE CITY, THE CITY MAY FILE A LIEN AGAINST ALL LOTS IN THE SUBDIVISION FOR WHICH PROPORTIONATE PAYMENT HAS NOT BEEN MADE. THE OBLIGATIONS IMPOSED HEREIN SHALL BE BINDING UPON THE OWNER, HIS HEIRS, AND ASSIGNS AND SHALL RUN WITH ALL LOTS WITHIN THIS SUBDIVISION.

THE GRANTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS, THE CITY, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, OR PROCEEDINGS OF ANY KIND BROUGHT AGAINST SAID PARTIES FOR OR ON ACCOUNT OF ANY MATTER ARISING FROM THE DRAINAGE FACILITY PROVIDED FOR HEREIN OR THE GRANTOR'S FAILURE TO CONSTRUCT, MAINTAIN, OR MODIFY SAID DRAINAGE FACILITY.

Dedication of Drainage Easements:

CITY CONSTRUCTS AND MAINTAINS A PERPETUAL EASEMENT ON THE AREAS DESIGNATED ON THIS PLAT AS "DRAINAGE EASEMENT" IS HEREBY DEDICATED TO THE CITY OF ALBUQUERQUE FOR THE PURPOSE OF PERMITTING THE CONVEYANCE OF STORM WATER RUNOFF AND FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OPERATING, REMOVING, AND REPLACING STORM WATER DRAINAGE FACILITIES. NO FENCE, WALL, PLANTING, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN SAID EASEMENT AREA AND THERE SHALL BE NO ALTERATION OF THE GRADES OR CONTOURS IN SAID DEDICATED AREA WITHOUT THE APPROVAL OF THE CITY ENGINEER OF THE CITY OF ALBUQUERQUE. NO OBSTRUCTIONS MAY BE PLACED IN EASEMENT AREA WHICH WOULD PREVENT INGRESS AND EGRESS TO SAME BY MAINTENANCE VEHICLES OR WHICH WOULD PREVENT VEHICLES TRAVELING ON DRAINAGE WAY FOR MAINTENANCE PURPOSES.

Public Utility Easements

PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON JOINT USE OF:
 A. PUBLIC SERVICE COMPANY OF NEW MEXICO ("PNM"), A NEW MEXICO CORPORATION, (PNM ELECTRIC) FOR INSTALLATION, MAINTENANCE AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, TRANSFORMERS, AND OTHER EQUIPMENT AND RELATED FACILITIES REASONABLY NECESSARY TO PROVIDE ELECTRICAL SERVICES.
 B. NEW MEXICO GAS COMPANY FOR INSTALLATION, MAINTENANCE, AND SERVICE OF NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS SERVICES.
 C. QWEST CORPORATION D/B/A CENTURYLINK QC FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE COMMUNICATION SERVICES.
 D. CABLE TV FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE CABLE SERVICES.

INCLUDED IS THE RIGHT TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE WITHIN THE EASEMENT CHANGE, REMOVE, REPLACE, MODIFY, RENEW, OPERATE AND MAINTAIN FACILITIES FOR PURPOSES DESCRIBED ABOVE, TOGETHER WITH FREE ACCESS TO, FROM AND OVER SAID EASEMENTS, WITH THE RIGHT AND PRIVILEGE OF GOING UPON, OVER AND ACROSS ADJOINING LANDS OF GRANITOR FOR THE PURPOSES SET FORTH HEREIN AND WITH THE RIGHT TO UTILIZE THE RIGHT OF WAY AND EASEMENT TO EXTEND SERVICES TO CUSTOMERS OF GRANTEE, INCLUDING SUFFICIENT WORKING AREA SPACE FOR ELECTRIC TRANSFORMERS, WITH THE RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN; NO OBSTRUCTIONS SHALL BE PLACED (ABOVEGROUND OR SUBSURFACE), HOT TUB, CONCRETE OR WOOD POOL DECKING, OR OTHER STRUCTURE SHALL BE ERRECTED OR CONSTRUCTED ON SAID EASEMENTS, NOR SHALL WELL BE DRILLED OR OPERATED THEREON. PROPERTY OWNERS SHALL BE SOLELY RESPONSIBLE FOR CORRECTING ANY VIOLATIONS OF NATIONAL ELECTRICAL SAFETY CODE BY CONSTRUCTION OF POOLS, DECKING, OR ANY STRUCTURES ADJACENT TO OR NEAR EASEMENTS SHOWN ON PLAT.

EASEMENTS FOR ELECTRIC TRANSFORMER/SWITCHGEARS, AS INSTALLED, SHALL EXTEND TEN (10) FEET IN FRONT OF TRANSFORMER/SWITCHGEAR DOORS AND FIVE (5) FEET ON EACH SIDE.

Disclaimer

IN APPROVING THIS PLAT, PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM), QWEST CORPORATION D/B/A CENTURYLINK QC AND NEW MEXICO GAS COMPANY (NMGCO) DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, PNM, QWEST CORPORATION D/B/A CENTURYLINK QC AND NMGCO DO NOT WAIVE OR RELEASE ANY EASEMENT OR EASEMENT RIGHTS WHICH HAVE BEEN GRANTED BY PRIOR PLAT, REPLAT OR OTHER DOCUMENT AND WHICH ARE NOT SHOWN SPECIFICALLY DESCRIBED AND ON THIS PLAT.

APPROVED ON THE CONDITION THAT ALL RIGHTS OF THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT IN EASEMENTS, RIGHTS OF WAY, ASSESSMENTS AND LIENS, ARE FULLY RESERVED TO SAID DISTRICT, AND THAT IF PROVISION FOR IRRIGATION SOURCE AND EASEMENTS ARE NOT PROVIDED FOR BY THE SUBDIVIDER FOR THE SUBDIVISION, ADDITION OR PLAT, SAID DISTRICT IS ABSOLVED OF ALL OBLIGATIONS TO FURNISH IRRIGATION WATERS AND SERVICES TO ANY PORTIONS THEREOF, OTHER THAN FROM EXISTING TURNOUTS.

Purpose of Plat

THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE THE EXISTING 7 LOTS INTO ONE NEW LOT, TO VACATE 2 EXISTING EASEMENTS AND TO GRANT 2 NEW EASEMENTS.

Solar Note:

NO PROPERTY WITHIN THE AREA OF REQUESTED FINAL ACTION SHALL AT ANY TIME BE SUBJECT TO A DEED RESTRICTION, COVENANT, OR BINDING AGREEMENT PROHIBITING SOLAR COLLECTORS FROM BEING INSTALLED ON BUILDINGS OR ERRECTED ON THE LOTS OF PARCELS WITHIN THE AREA OF THIS PLAT.

Free Consent

THE REPLAT SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER. EXISTING PUBLIC UTILITY EASEMENTS SHOWN HEREON FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICES FOR BURIED AND/OR OVERHEAD DISTRIBUTION LINES, CONDUITS, AND PIPES FOR UNDERGROUND UTILITIES WHERE SHOWN OR INDICATED, AND INCLUDING THE RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE, AND THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS. SAID OWNER DOES HEREBY CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED. SAID OWNERS WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE LAND SUBDIVIDED.

SAID OWNER DOES HEREBY GRANT ALL EASEMENTS AS SHOWN HEREON WITH LISTED BENEFICIARIES AND STIPULATIONS.
[Signature] 6/21/21
 CHARLES W. SABADASH III DATE
 ALBUQUERQUE ANUSA, LLC
 A DELAWARE LIMITED LIABILITY COMPANY

Acknowledgment

STATE OF FLORIDA) SS
 COUNTY OF BROWARD)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23 DAY OF June, 2021 BY
 CHARLES W. SABADASH III, ALBUQUERQUE ANUSA, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

BY *[Signature]* MY COMMISSION EXPIRES: 2/10/2025
 NOTARY PUBLIC

REVISIONS		
NO.	DATE	BY DESCRIPTION

COORDINATE AND DIMENSION INFORMATION				PLSS INFORMATION				PROPERTY INFORMATION				PROJECT INFORMATION							
STATE PLANE ZONE: NM-C		GRID /GROUND COORDINATES: GRID		TYPE: STANDARD		LAND GRANT: ELENA GALLEGOS		PROPERTY OWNER: MELLOY BROTHERS MOTOR LTD CO		ADDRESS: 9100 PAN AMERICAN FREEWAY, N.E.		CREW/TECH: MT/ML/JR		DATE OF SURVEY: 03/17-23/2021					
HORIZONTAL DATUM: NAD83		VERTICAL DATUM: NAVD88		ROTATION ANGLE: 0° 00' 00.00"		MATCHES DRAWING UNITS: YES		SECTION: 12		TOWNSHIP: 11 NORTH		RANGE: 3 EAST		MERIDIAN: NMPM					
CONTROL USED: ALBUQUERQUE GEODETIC REFERENCE SYSTEM				BASE POINT FOR SCALING AND/OR ROTATION: N = 0, E = 0				SUBDIVISION NAME: NORTH ALBUQUERQUE ACRES, TRACT A, UNIT B		UPC: 101806520803930209		101806524003930207		101806522401630203		OFFICE LOCATION: 9200 San Mateo Boulevard, NE Albuquerque, NM 87113			
COMBINED SCALE FACTOR: GRID TO GROUND: 1.0003353099				DISTANCE ANNOTATION: GROUND				CITY: ALBUQUERQUE		COUNTY: BERNALILLO		STATE: NM		DRAWN BY: JK		CHECKED BY: LM			
GROUND TO GRID: 0.9996648025				BEARING ANNOTATION: GRID				ELEVATION TRANSLATION: ±0.00'		ELEVATIONS VALID: YES		101806520701630202		101806519701030201		PSI JOB NO. 216022P		SHEET NUMBER 1 OF 2	

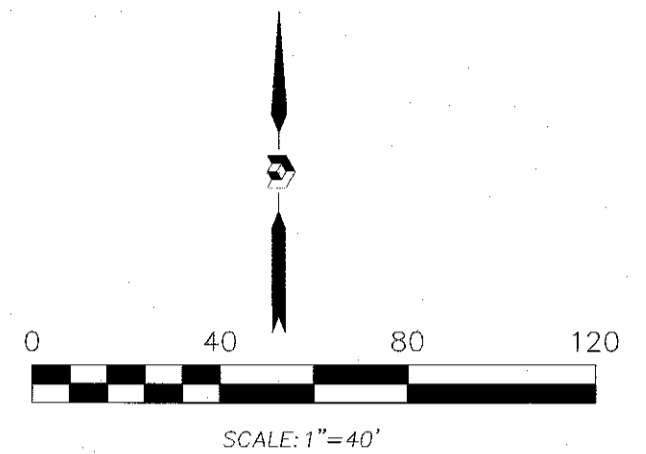


505.856.5700 PHONE
 505.856.7900 FAX

Lot 21-A, Block 8
 Tract A, Unit B
 North Albuquerque Acres
 Elena Gallegos Grant, Projected
 Section 12, Township 11 North, Range 3 East, N.M.P.M.
 Albuquerque, Bernalillo County, New Mexico
 June 2021

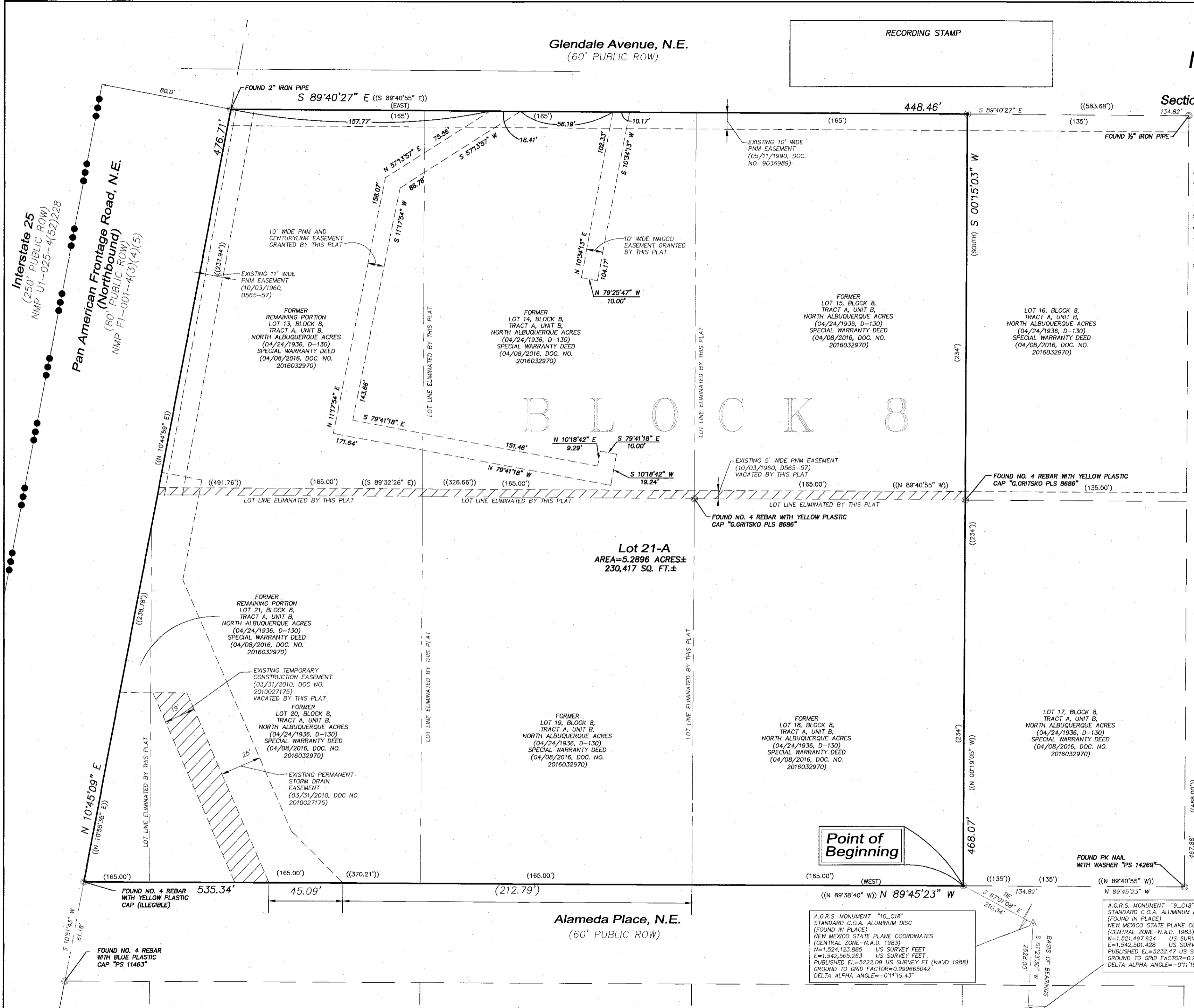
RECORDING STAMP

Glendale Avenue, N.E.
 (60' PUBLIC ROW)



Legend

N 90°00'00" E	MEASURED BEARING AND DISTANCES
(EAST)	RECORD BEARINGS AND DISTANCES PER PLAT (04/24/1936, D-130)
((N 90°00'00" E))	RECORD BEARINGS AND DISTANCES PER SPECIAL WARRANTY DEED (04/08/2016, DOC. NO. 2016032970)
○	FOUND AND USED MONUMENT AS DESIGNATED
●	DENOTES NO. 5 REBAR WITH PINK PLASTIC CAP "PS 11905" SET THIS SURVEY
△	FOUND ALUMINUM AGRS MONUMENT AS DESIGNATED



Point of Beginning

A.G.R.S. MONUMENT "10_C18"
 STANDARD C.O.A. ALUMINUM DISC
 (FOUND IN PLACE)
 NEW MEXICO STATE PLANE COORDINATES
 (CENTRAL ZONE-N.A.D. 1983)
 N=1,524,323.885 US SURVEY FEET
 E=1,542,565.263 US SURVEY FEET
 PUBLISHED EL.=5222.09 US SURVEY FT (NAVD 1988)
 GROUND TO GRID FACTOR=0.99965042
 DELTA ALPHA ANGLE=-0°11'19.43"

FOUND PK NAIL WITH WASHER "PS 14269"
 N 89°45'23" W

COORDINATE AND DIMENSION INFORMATION STATE PLANE ZONE: NM-C GRID / GRID COORDINATES: GRID TYPE: STANDARD HORIZONTAL DATUM: NAD83 VERTICAL DATUM: NAVD88 ROTATION ANGLE: 0° 00' 00.00" MATCHES DRAWING UNITS: YES CONTROL USED: ALBUQUERQUE GEODETIC REFERENCE SYSTEM COMBINED SCALE FACTOR: GRID TO GROUND: 1.0003353099 GROUND TO GRID: 0.9996648025 DISTANCE ANNOTATION: GROUND BEARING ANNOTATION: GRID ELEVATION TRANSLATION: ±0.00' ELEVATIONS VALID: YES			PLSS INFORMATION LAND GRANT: ELENA GALLEGOS GRANT SECTION: 12 TOWNSHIP: 11 NORTH RANGE: 3 EAST MERIDIAN: NMPM CITY: ALBUQUERQUE COUNTY: BERNALILLO STATE: NM				PROPERTY INFORMATION PROPERTY OWNER: MELLOY BROTHERS MOTOR LTD CO ADDRESS: 9100 PAN AMERICAN FREEWAY, N.E. SUBDIVISION NAME: NORTH ALBUQUERQUE ACRES, TRACT A, UNIT B UPLC: 101806520803930209 101806524003930207 101806522401630203 101806520701630202 10180652303930208 101806523901630204 101806519701030201			PROJECT INFORMATION CREW/TECH: MT/ML/JR DATE OF SURVEY: 03/17-23/2021 DRAWN BY: JK CHECKED BY: LM PSI JOB NO. 216022P SHEET NUMBER 2 OF 2	
--	--	--	--	--	--	--	---	--	--	---	--



OFFICE LOCATION:
 9200 San Mateo Boulevard, NE
 Albuquerque, NM 87113
 505.856.5700 PHONE
 505.856.7900 FAX

Nearest Major Streets: _____
No. of Lots: _____

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

THIS AGREEMENT is made this (Date) 30 September 2021, by and between the City of Albuquerque, New Mexico ("City"), whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and **Albuquerque ANUSA, LLC** ("Developer"), a **Limited Liability Company**, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc] whose email is **SabadashC@autonation.com**, whose address is **200 SW 1st Avenue 14th Floor (City) Fort Lauderdale, (State) FL (Zip Code) 33301** and whose telephone number is **954-769-2303**, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital. The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] **Lots 13-15 and Lots 21-23, Block 8 Tract A, Unit B, North Albuquerque Acres recorded on January 25, 1978,** attached, page 143, as Volume No. A6 in the records of the Bernalillo County Clerk, State of New Mexico (the "Developer's Property"). The Developer certifies that the Developer's Property is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] AutoNation USA ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as **Lot 21-A, Block 8 Tract A, Unit B, North Albuquerque Acres** describing Developer's Property ("Developer's Property"). If this Agreement is for a "Phase" as identified on the Infrastructure List, then the Phase shall be added to the Preliminary Plat or Site Plan identified above.

As a result of the development of the Developer's Property, the Integrated Development Ordinance ("I.D.O.") requires the Developer, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Developer's Property, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the Final Plat, Building Permit or the Site Plan.

2. Improvements and Construction Deadline. The Developer agrees to install and complete the public and/or private improvements described in **Exhibit A**, the required Infrastructure List ("Improvements"), to the satisfaction of the City, on or before the **September 1, 2022** ("Construction Completion Deadline"), at no cost to the City. All of the improvements on Exhibit A are to be included in this Agreement, unless the Development Review Board (DRB) has approved phasing of the improvements, or the DRB has approved them as "Deferred" and they are shown in greater detail on the Developer's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. **596282**.

Doc# 2021117088

10/01/2021 11:58 AM Page: 1 of 19
AGRE R: \$25.00 Linda Stover, Bernalillo County



Note: To compute the Construction Completion Deadline: If a final plat will be filed after Developer meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See DPM, Chapter 5.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the City’s Development Review Board (“DRB”), unless the DRB grants an extension, not to exceed one additional year per extension, and the Developer processes an amendment to the Agreement. If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Developer may obtain an extension of the Construction Completion Deadline if the Developer shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority (“ABCWUA”) and Albuquerque Metropolitan Arroyo Flood Control Authority (“AMAFCA”). Pursuant to the Memorandum of Understanding between the City of Albuquerque and ABCWUA dated March 21, 2007, and the Memorandum of Understanding with AMAFCA dated February 6, 2013, the City is authorized to act on behalf of the ABCWUA and AMAFCA with respect to improvements that involve water and sewer infrastructure.

4. Work Order Requirements. The City agrees to issue a Work Order after:

A. The Developer causes to be submitted all documents, and meets all requirements listed in Development Process Manual (“DPM”), Chapter 2, Work Order Process.

B. The Developer complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:

Type of Fee	Amount
Engineering Fee	3.6%
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved estimate (Figure 4)

Note: The Developer must pay the City all City fees which have been incurred during construction before the City will accept the public Improvements.

C. The Developer must procure a New Mexico licensed Contractor to construct the improvements per the specifications contained in the City-approved construction drawings. The Contractor shall provide proof of proper licensure to complete the improvements. If the Contractor that has been identified by the Developer does not possess all of the proper licenses for the improvements then proof of proper licensure of the subcontractors must be provided. The

Developer's Contractor shall obtain a Performance & Warranty bond and a Labor & Materials bond utilizing the bond templates provided and approved by the City. The mandatory bonds obtained by the Contractor are independent of, and in addition to, the Financial Guaranty provided by the Developer. If the Developer or the City determines that the Contractor failed to faithfully construct or maintain the specified and warranted work, the Developer and the City shall each have standing to make claim on the applicable bonds.

5. Surveying, Inspection and Testing. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:

A. Construction Surveying. Construction surveying for the construction of the public Improvements shall be performed by **Cartesian Surveys**, and construction surveying of the private Improvements shall be performed by **Cartesian Surveys**. If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Developer shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey. The Developer shall pay the City a reasonable fee for any construction surveying performed by the City.

B. Construction Inspection Methods. Inspection of the construction of the public Improvements shall be performed by **Tierra West, LLC** and inspection of the private Improvements shall be performed by **Tierra West, LLC**, both New Mexico Registered Professional Engineers. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports and related data to the City which the City requires for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the Improvements, if deemed necessary or advisable by the City Engineer. The Developer shall pay the City a reasonable fee for the level of inspection performed by the City.

C. Field Testing. Field testing of the construction of the public Improvements shall be performed by **Terracon**, and field testing of the private Improvements shall be performed by **Terracon** both certified testing laboratories under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing is performed by an entity other than the City, the City may monitor the field testing and the Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City which the City requires for review. The Developer shall pay the City a reasonable fee for any field testing performed by the City.

D. Additional Testing. The City retains the right to perform all additional testing which the City Engineer deems is necessary or advisable, and the Developer shall pay the City a reasonable fee therefore.

6. Financial Guaranty. If final plat approval is not requested prior to construction of the Developer's Property, a financial guaranty is not required. If final plat approval is requested, the Developer must provide the City with a financial guaranty in an amount of not less than 125% of the estimated cost of constructing the Improvements, as approved by the City Engineer. The financial guaranty must be irrevocable and may be in the form of a letter of credit, escrow deposit, or loan reserve letter issued by a Federally Insured Financial Institution; a bond issued by a surety qualified to do business in New Mexico; or other pledge of liquid assets which meets all City requirements. The City must be able to call the financial guaranty at any time within the sixty (60) days immediately following the Construction Completion Deadline.

To meet the City's I.D.O. requirements, the Developer has acquired, or is able to acquire, the following Financial Guaranty:

Type of Financial Guaranty: Infrastructure Improvement Bond #
Amount: \$ 538,341.96
Name of Financial Institution or Surety providing Guaranty: Travelers Casualty and Surety Company of America
Date City first able to call Guaranty (Construction Completion Deadline):
September 1, 2022
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: November 1, 2022
Additional information: _____

7. Notice of Start of Construction. Before construction begins, the Developer shall arrange for a preconstruction conference and all required inspections.

8. Completion, Acceptance and Termination. When the City receives Developer's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Chapter 2). If the package is acceptable, the City shall approve the package and issue a Certificate of Completion and Acceptance for the Public Improvements and a Certificate of Completion for the Private Improvements. Thereafter, the Developer's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Developer has provided to assure the materials and workmanship, as required by the I.D.O. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

9. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon, or in which, the public Improvements are constructed, the Developer will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat.

10. Reduction of Financial Guaranty Upon Partial Completion. The Developer shall be entitled to a reduction of the Financial Guaranty as a result of completing construction of part of

the Improvements if the following conditions are met:

A. Loan Reserve Financial Guaranty. If a loan reserve letter was provided as the Financial Guaranty, the Developer must follow the procedures and meet the requirements detailed in the DPM, Chapter 2.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guaranty other than a loan reserve letter has been provided, the completed Improvements must be free-standing, functionally independent of any Improvements which have not yet been completed, and completed in substantial compliance with the approved construction plans, as determined by City on-site inspection in order to qualify for a Financial Guaranty reduction. If the Improvements which have been completed meet all City requirements, the City Engineer will estimate the cost of completing the remaining Improvements. Thereafter, the Developer must submit the following documents to the City for review and approval:

(1) A revised Financial Guaranty in an amount of not less than 125% of the cost of completing the remaining Improvements, as estimated by the City;

(2) A bond or other instrument acceptable to the City, which guarantees the completed Improvements against defective materials and workmanship for the period required by the I.D.O.

(3) Conveyance of real and personal property rights which meet the requirements of section 8 of this Agreement.

After the City receives and approves the required documents, the City shall issue a Partial Certificate of Completion and Acceptance for the completed public Improvements and a Certificate of Partial Completion for the completed private Improvements.

11. Indemnification. Until the Improvements are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Developer agrees to indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Developer, its agents, representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

12. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Developer and the express written concurrence of any financial institution or surety which has undertaken to guarantee the completion of the Improvements. The City's approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

13. Release. If the Developer's Property or any part thereof is sold, conveyed or assigned, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has entered into an Infrastructure Improvement Agreement with the City. Thereafter, if the Developer's successor in interest has provided a substitute financial guaranty acceptable to the City, the City will release this Agreement and any related Financial Guaranty.

14. Payment for Incomplete Improvements. If the Developer fails to satisfactorily complete construction of the Improvements by the Construction Completion Deadline, the City may construct or cause the Improvements to be constructed as shown on the final plat and in the approved plans and specifications. The Developer shall be jointly and severally liable to pay to, and indemnify the City for the total cost, including, but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of Developer's failure to perform as required by this Agreement. If the direct or indirect costs and damages to the City exceed the amount of the City's Claim of Lien or any Financial Guaranty, the Developer shall be liable to, and shall pay, the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to any Financial Guaranty.

15. Binding on Developer's Property. The provisions of this Agreement constitute covenants running with Developer's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Developer and the Owner and their heirs, successors and assigns.

16. Notice. For purposes of giving formal written notice, including notice of change of address, the Developer's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six (6) days after the notice is mailed if there is no actual evidence of receipt.

17. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

18. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

19. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

20. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

21. Form Not Changed. Developer agrees that changes to this form are not binding unless initialed by the Developer and signed by the City Legal Department on this form.

22. Authority to Execute. If the Developer signing below is not the Owner of the Developer's Property, the Owner must execute the Power of Attorney below.

Executed on the date stated in the first paragraph of this Agreement.

DEVELOPER: Albuquerque ANUSA, LLC
[Signature]: _____
Name [Print]: Charles W. Sabadash III
Title: Authorized Agent
Dated: 8-13-2021

DEVELOPER'S NOTARY

STATE OF FLORIDA)
) ss.
COUNTY OF Broward)

This instrument was acknowledged before me on this 13th day of August, 2021, by
[name of person:] Charles W. Sabadash III, [title or capacity, for instance,
"President" or "Owner":] Authorized Agent of
[Developer:] Albuquerque ANUSA, LLC.



Cynthia A. Hallgren
Notary Public

My Commission Expires: JAN. 3, 2024

CITY OF ALBUQUERQUE:

DocuSigned by:
By: Shahab Biazar
Shahab Biazar, P.E., City Engineer

DS
km

Dated: 9/30/2021 | 9:31 AM MDT

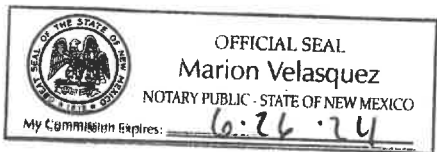
CITY'S NOTARY

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 30th day of September, 2021, by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires: June 26, 2024



[EXHIBIT A ATTACHED]
[POWER OF ATTORNEY ATTACHED IF DEVELOPER
IS NOT THE OWNER OF THE DEVELOPER'S PROPERTY]

CITY OF ALBUQUERQUE



FINANCIAL GUARANTY AMOUNT

July 28, 2021

Type of Estimate: I.I.A. Procedure B with FG

Project Description:

Project ID #: 596282 Auto Nation, Glendale & Pan-American Fwy.

Requested By: Jon Niski

Approved Estimate Amount: \$ 334,198.81

Contingency Amount: 10.00% \$ 33,419.88

Subtotal: \$ 367,618.69

PO Box 1293

NMGRT: 7.875% \$ 28,949.97

Subtotal: \$ 396,568.66

Albuquerque

Engineering Fee: 6.60% \$ 26,173.53

NM 87103

Testing Fee: 2.00% \$ 7,931.37


Subtotal: \$ 430,673.57

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 538,341.96

APPROVAL:



DATE:

July 28, 2021

Notes: Plans not yet approved.

**FIGURE 16
INFRASTRUCTURE BOND
(Procedure B)**

Bond No. [Surety's No:] 107419301

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of Developer:] Albuquerque ANUSA, LLC ("Developer") a [state type of business entity, e.g. "New Mexico corporation," "general partnership," "individual," etc.] a Delaware Limited Liability Company as "Principal", and [name of surety:] Travelers Casualty and Surety Company of America, a corporation organized and existing under and by virtue of the laws of the State of Connecticut and authorized to do business in the State of New Mexico, as "Surety," are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of [written amount:] Five hundred thirty eight thousand three hundred forty one & 96/100----- Dollars, ([amount in figures:] \$ 538,341.96), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

NOW, THEREFORE, the condition of the above obligation is such that:

WHEREAS, the Principal is the owner of and/or is interested in or is developing land and premises known as [name of Developer's Property:] Lot 21-A Block 8 Tract A Unit B North Albuquerque Acres ("Developer's Property"), City Project No. 596282; and

WHEREAS, said Developer's Property is subject to the provisions and conditions of the ordinance of the CITY OF ALBUQUERQUE known as the Integrated Development Ordinance, the requirements of which include the installation of various other improvements by the Principal; and

WHEREAS, the Integrated Development Ordinance also requires the Principal to install and construct the following improvements at the Developer's Property: [list the improvements, e.g., water, sewer, pavement, sidewalks:]
roadway improvements - Glendale Ave, Alameda Place & right turn lane

_____ ("Improvements")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Infrastructure Improvements Agreement entered into between [name of Developer:] Albuquerque ANUSA, LLC and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on _____, 20 _____ as Document Number _____, as amended by change order or amendments to the agreement.


Bond No. [surety's No:] 107419301

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work hereinabove specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended:] September 1, 20 22 ("the "Construction Completion Deadline"), then this obligation shall be null and void; if the Principal does not complete construction by or before the Construction Completion Deadline, the City may call on this obligation until released by the City.

IN WITNESS WHEREOF, this bond has been executed 18th day of August, 20 21.


DEVELOPER

Albuquerque ANUSA, LLC

By [signature:] 
Name: Charles W. Sabadash III
Title: Authorized Agent
Dated: August 19, 2021

SURETY

Travelers Casualty and Surety Company of America

By [signature:] 
Name: Ana W Oliveras
Title: Attorney-in-Fact
Dated: August 18, 2021



*NOTE: Power of Attorney for Surety must be attached.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Ana W. Oliveras of Palm Beach, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

By:
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18th day of August, 2021.



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Date Site Plan Approved _____
Date Preliminary Plat Approved _____
Date Preliminary Plat Expires PR-2021-085411

DRB Project No. PR-2021-085411
DRB Application No. SI-2021-00760

INFRASTRUCTURE LIST

(Rev. 2/16/18)

EXHIBIT "A"

**TO SUBDIVISION IMPROVEMENTS AGREEMENT
DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST**

Lot 21-A, Block 8, Tract A, Unit B, North Albuquerque Acres
PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

Lots 13-15 and Lots 21-23, Block 8, Tract A, Unit B, North Albuquerque Acres
EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

Following is a summary of PUBLIC/PRIVATE Infrastructure required to be constructed or financially guaranteed for the above development. This listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that appurtenant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRC Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction, which are necessary to complete the project and which normally are the Subdivider's responsibility, will be required as a condition of project acceptance and close out by the City.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification	
							Inspector	City Const Engineer
		15' Lane	Pavement, Curb & Gutter	Glendale Ave. NE	Pan American	East Property Line	/	/
		4' Transition	and associated striping				/	/
		5' Wide	S sidewalk	Glendale Ave. NE	Pan American	455' W. of Pan American	/	/
		15' Lane	Pavement, Curb & Gutter	Alameda Place NE	Pan American	East Property Line	/	/
		4' Transition	and associated striping				/	/
		5' Wide	Sidewalk	Alameda Place NE	Pan American	566' W. of Pan American	/	/
		25' Wide	Access Driveway Plus ADA Ramps Full Access	Glendale Ave. NE	83' East of Pan American	148' East of Pan American	/	/
		24' Wide	Access Driveway Plus ADA Ramps Full Access	Glendale Ave. NE	384' East of Pan American	458' East of Pan American	/	/
		30' Wide	Access Driveway Plus ADA Ramps Full Access	Alameda Place NE	487' East of Pan American	567' East of Pan American	/	/

Financially Guaranteed DRC #		Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification	
								Inspector	City Crst Engineer
			6"	Fire Hydrant	Glendale Ave NE	83' East of Pan American	Entrance Curb Return	/	/
			2"	Domestic Water Service and meter	Glendale Ave NE	345' East of Pan American	Lot 21-A	/	/
			1"	Landscape Water Service and meter	Glendale Ave NE	345' East of Pan American	Lot 21-A	/	/
			6"	Fire Line	Glendale Ave NE	345' East of Pan American	Lot 21-A	/	/
								/	/
								/	/
			12'	140' Right Turn Lane + Transition with associated striping	Pan American	Glendale Ave NE	150' south of Glendale Ave NE	/	/
			6' Wide	Sidewalk	Pan American	Alameda Place NE	Glendale Ave NE	/	/
			2' Sidewalk Culverts	3- sidewalk culverts and 8'x6' rip-rap pad	Northwest corner of site on Pan American Frontage			/	/
			2' Sidewalk Culverts	4- sidewalk culverts and 8'x6' rip-rap pad	Southwest corner of site on Pan American Frontage			/	/
			4'x4'	Drop inlet	Pan American	North side of junction box		/	/
			4'x4'	Drop inlet	Pan American	South side of junction box		/	/

*Any additional comments from NMDOT's plan review shall be included

The items listed below are on the CCIP and approved for Impact Fee credits. Signatures from the Impact Fee Administrator and the City User Department is required prior to DRB approval of this listing. The items listed below are subject to the standard SIA requirements.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification	
							Inspector	City Cnst Engineer
							/	/
							/	/

NOTES

If the site is located in a floodplain, then the financial guarantee will not be released until the LOMR is approved by FEMA.

Street lights per City requirements.

Native Grass Seed with Aggregate Mulch or equal (Must satisfy the "Final Stabilization Criteria" CGP 2.2.14 b) - Pond

1

2

3

AGENT / OWNER

Ronald R. Bohannon
NAME (print)

Tierra West, LLC
FIRM

[Signature]
SIGNATURE - date 7/16/2021

DRB CHAIR - date
[Signature] Jul 21, 2021

TRANSPORTATION DEVELOPMENT - date
[Signature] Jul 21, 2021

UTILITY DEVELOPMENT - date
[Signature] Jul 21, 2021

CITY ENGINEER - date

AMAFCA - date
[Signature] Jul 21, 2021

CODE ENFORCEMENT - date
[Signature] Jul 21, 2021

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

[Signature] Jul 21, 2021
PARKS & RECREATION - date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT /OWNER

EXHIBIT A



Project: AutoNation
 Created: 07/19/2021
 COA Project No. 596282

		Estimate			
WORK ACTIVITY	ITEM NO.	QUANTITY	UNIT	UNIT COST	SUBTOTAL
					TOTAL
Roadway Improvements - Glendale Ave.					
ABS, 6"	302.02	1050 SY		\$ 7.00	\$ 7,350.00
Subgrade Prep, 12"	301.02	1500 SY		\$ 2.50	\$ 3,750.00
Tack Coat	336.12	925 SY		\$ 0.30	\$ 277.50
ASP CONC, Superpave, 2", M - 2 Lifts	336.022	925 SY		\$ 24.30	\$ 22,477.50
WLCHR ACC RAMP, 4"PCC	340.025	5 EA		\$ 1,672.00	\$ 8,360.00
AC PVMT <4", SAW, R&D	343.02	1700 SY		\$ 5.80	\$ 9,860.00
REF PLAS MRK 4"	441.0001	900 LF		\$ 0.76	\$ 684.00
C & G, STD, PCC	340.05	280 LF		\$ 17.95	\$ 5,026.00
SDWK, 4" PCC -6"	340.01	200 SY		\$ 40.00	\$ 8,000.00
VLY GUT & CURB, PCC	340.03	150 SY		\$ 60.00	\$ 9,000.00
MH F & C, ADJ W/ RINGS	920.4	2 EA		\$ 524.66	\$ 1,049.32
6" WL PIPE W/O FIT	801.002	8 LF		\$ 26.78	\$ 214.24
8" WL PIPE W/O FIT	801.003	16 LF		\$ 33.70	\$ 539.20
NON-RESS CONT W/ FIT WL	801.059	2 EA		\$ 1,500.00	\$ 3,000.00
DI FIT, MJ, 4"-14" WL	801.65	500 LB		\$ 3.00	\$ 1,500.00
6" GATE VLV	801.081	1 EA		\$ 935.00	\$ 935.00
8" GATE VLV	801.082	1 EA		\$ 1,205.80	\$ 1,205.80
VLY BOX A	801.105	2 EA		\$ 519.00	\$ 1,038.00
FH, 4"	801.113	1 EA		\$ 2,672.75	\$ 2,672.75
3/4"-1" WTR MTR BOX	802.5	1 EA		\$ 668.84	\$ 668.84
1 1/2"-2" WTR MTR BOX	802.51	1 EA		\$ 700.00	\$ 700.00
1" WTR SVC, SGL	802.62	1 EA		\$ 1,329.77	\$ 1,329.77
2" WTR SVC, SGL	802.65	1 EA		\$ 531.91	\$ 531.91
REM & DISP WTR MTR BOX	*	1 EA		\$ 1,500.00	\$ 1,500.00
Traffic Control	*	1 LS		\$ 5,000.00	\$ 5,000.00
Paving Total					\$ 96,669.83
Roadway Improvements - Alameda Place					
ABS, 6"	302.02	1248 SY		\$ 7.00	\$ 8,736.00
Subgrade Prep, 12"	301.02	1784 SY		\$ 2.50	\$ 4,460.00
Tack Coat	336.12	1100 SY		\$ 0.30	\$ 330.00
ASP CONC, Superpave, 2", M - 2 Lifts	336.022	1100 SY		\$ 24.30	\$ 26,730.00
WLCHR ACC RAMP, 4"PCC	340.025	2 EA		\$ 1,672.00	\$ 3,344.00
AC PVMT <4", SAW, R&D	343.02	2021 SY		\$ 5.80	\$ 11,721.80
REF PLAS MRK 4"	441.0001	1070 LF		\$ 0.76	\$ 813.20
C & G, STD, PCC	340.05	455 LF		\$ 17.95	\$ 8,167.25
SDWK, 4" PCC -6"	340.01	330 SY		\$ 40.00	\$ 13,200.00
VLY GUT & CURB, PCC	340.03	75 SY		\$ 60.00	\$ 4,500.00
WTR VLV BOX, ADJ	801.111	1 EA		\$ 481.00	\$ 481.00
MH F & C, ADJ W/ RINGS	920.4	4 EA		\$ 524.66	\$ 2,098.64
Traffic Control	*	1 LS		\$ 5,000.00	\$ 5,000.00
Paving Total					\$ 89,581.89
Roadway Improvements - Right Turn Lane					
ABS, 6"	302.02	540 SY		\$ 7.00	\$ 3,780.00
Subgrade Prep, 12"	301.02	540 SY		\$ 2.50	\$ 1,350.00
Tack Coat	336.12	500 SY		\$ 0.30	\$ 150.00
ASP CONC, Superpave, 3", M - 2 Lifts	336.024	500 SY		\$ 34.00	\$ 17,000.00
WLCHR ACC RAMP, 4"PCC	340.025	2 EA		\$ 1,672.00	\$ 3,344.00
AC PVMT <4", SAW, R&D	343.02	360 SY		\$ 5.80	\$ 2,088.00
SDWK, 4" PCC -6"	340.01	360 SY		\$ 40.00	\$ 14,400.00
REF PLAS MRK 4"	441.0001	700 LF		\$ 0.76	\$ 532.00
REF PLAS ARW RT	441.01	2 EA		\$ 129.74	\$ 259.48
REF PLAS WD ONLY	441.02	1 EA		\$ 136.00	\$ 136.00
CONCRETE RUNDOWN, 6" PCC	602.01	240 SF		\$ 9.28	\$ 2,227.20
MH F & C, ADJ W/ RINGS	920.4	4 EA		\$ 524.66	\$ 2,098.64
NMDOT TYPE 1 INLET	*	2 EA		\$ 7,500.00	\$ 15,000.00
FRACTURED ROCK	*	200 CY		\$ 164.00	\$ 32,800.00
GUARDRAIL	*	216 LF		\$ 61.02	\$ 13,180.32
SIDEWALK CULVERTS	340.21	4 EA		\$ 1,600.00	\$ 6,400.00
Traffic Control	*	1 LS		\$ 15,000.00	\$ 15,000.00
Paving Total					\$ 129,745.64
					SUBTOTAL \$ 315,997.36
SURVEYING 1.50%					\$ 4,739.96
MOBILIZATION 4.26%					\$ 13,461.49
SUBTOTAL \$ 334,198.81					
CONTINGENCY 10.00%					\$ 33,419.88
SUBTOTAL \$ 367,618.69					
CITY ENGINEERING FEES 6.60%					\$ 26,173.53
TESTING EROSION 2.00%					\$ 7,931.37
SUBTOTAL \$ 401,723.59					
NMGR 7.88%					\$ 28,949.97
PUBLIC IMPROVEMENTS TOTAL \$ 430,673.56					
FINANCIAL GAURANTEE AMOUNT (125%) \$ 538,341.96					

PR-2021-005411_SD-2021-00100_Infrastructure e_List_Approved_7-21-21

Final Audit Report

2021-07-21


Created:	2021-07-21
By:	Jay Rodenbeck (jrodenbeck@cabq.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABA2A2nG9MantCy01tj46-7DBKq7JMzMTTH

"PR-2021-005411_SD-2021-00100_Infrastructure_List_Approve d_7-21-21" History


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 Agreement completed.
2021-07-21 - 7:26:51 PM GMT

Kristl Walker

From: Jim Kirkpatrick <jim@presurv.com>
Sent: Tuesday, October 5, 2021 2:33 PM
To: Planning Plat Approval
Cc: Larry Medrano; Kristl Walker; Jaimie Garcia
Subject: DXF request for Lot 21-A, Block 8, Tract A, Unit B North COA Project No. PR 2021-005411
Attachments: 216022P.pdf; PR-2021-005411.dxf

Good Morning
Attached is a DXF file and pdf of plat for Lot 21-A, Block 8, Tract A, Unit B North COA Project No. PR 2021-00100, The coordinate system used was NAD 1983, Central Zone. File provided is based on grid coordinates for the referenced system. Let me know if you have any questions.

Jim Kirkpatrick
Senior CAD Technician



Physical
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